AWARD/CONTRACT 1. This Contract Under DPAS							Rating DOA5	Page 1	Of 23	
2. Contract (Proc. Inst. Ident) No. 3. Effective Da										
DAAE2	0-02-C-0063			2	2002FEB27 SEE SCHEDULE					
5. Issue			Code	W52H09		nistered By	(If Othe	r Than Item 5)	Code	S3306A
	-ROCK ISLAN	TD.		W321103		SYRACUSE		,		5550011
AMSTA	-LC-CAC-C				615 E	RIE BLVD W	EST SUI	TE 300		
	MONIKE (30				SYRACI	JSE NY 1	3204-24	08		
ROCK	ISLAND IL	61299-7630								
e-mail	address: MO	ONIKEN@RIA.ARMY.MIL				SCD	c P	AS NONE ADI	РРТ но	
7. Nam	e And Addre	ss Of Contractor (No. Street, C	ity, County,	State, And	d Zip Code	e) 8.	Delivery	y		
	ENTERPRISE		• • • • • • • • • • • • • • • • • • • •	ŕ	•			B Origin X Other (See	Below) SEE S	CUPDIII P
	ETROPOLITAN					0		at For Prompt Payment	Below) SEE S	JCIIEDOLE
LIVER	POOL	NY 13088-5335				9.	Discoun	n ror rrompt rayment		
TYPE	BUSINESS: (ther Small Business Perfo	rmina in II	S				t Invoices		em
		cher bharr babinebb rerro	_				-	Unless Otherwise Specified)		12
Code			Facility Co		10 D			ddress Shown In:		но0337
	p To/Mark Fo		Code	25G1U	-	ent Will Be	•	7	Code	HQ0337
	ANSPORTATIONE OF THE CHARLES	AND FACILITY				COLUMBUS C: ENTITLEME		ATTONS		
		DOOR 113 134				182266	NI OFER	ATTONS		
	UMBERLAND	PA 17070-5001				BUS OH 4	3218-22	66		
13. Au	thority For U	sing Other Than Full And Oper	1 Competitio	n:	14. Accounting And Appropriation Data					
	0 U.S.C. 2304)		_	4930AC6		.1116 W52H09	
15A	. Item No.	15B. Schedule Of Sup	olies/Services		15C. Qu	antity	15D. Un		15F. An	
	CHEDULE	CONTRACT TYPE:			KIND OF CONTRACT:					
		Firm-Fixed-Price			S	upply Cont	racts a	and Priced Orders		
						150 m		1000		
				16 T	11. 000		otai Amo	ount Of Contract	\$36,019.38	3
(V)	Section	Degavintion			able Of Co	Section	1	Description		Doga(s)
(X)	Section	Description Part I - The Schedule		Page(s)	(X)	Part II - C	ontract	Description Clauses		Page(s)
X	A	Solicitation/Contract Form		1	Х	I		act Clauses		16
Х	В	Supplies or Services and Price	es/Costs	7				Documents, Exhibits, And O	ther Attachme	ents
Х	C	Description/Specs./Work State		9	Х	J		f Attachments		23
Х	D	Packaging and Marking		10		Part IV - 1		ntations And Instructions		
X	E	Inspection and Acceptance		11		K		esentations, Certifications, a	nd	
X	F	Deliveries or Performance		12	-		_	Statements of Offerors		
X	G	Contract Administration Data	1	13	+	L		., Conds., and Notices to Off	ferors	+
X	Н	Special Contract Requiremen		14		M		ation Factors for Award	- **	+
			racting Offic	l	Complete It	l	-			
17.	Contractor	s Negotiated Agreement (Con						not required to sign this doc	ument) Voui	r offer on
		document and return	copies to			on Number			ing the addition	
		tractor agrees to furnish and de		ıs				dditions or changes are set f		
_		ervices set forth or otherwise id			hereby ac	cepted as to	the item	ns listed above and on any co	ontinuation sh	eets. This
		tion sheets for the consideratio			award consummates the contract which consists of the following documents: (a)					nents: (a)
,	, .	ations of the parties to this con		2				and your offer, and (b) this	award/contra	ict. No
-	_	ned by the following document			further co	ontractual d	ocument	is necessary.		
award/contract, (b) the solicitation, if any, and (c) such provisions,										
representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed				u						
herein.)										
19A. Name And Title Of Signer (Type Or Print)						e Of Contra		fficer		
					ROXA	NNE SPURGE	TIS			
								IIL (309)782-4886		
19B. N	ame of Contr	actor	19c. Date S	igned	20B. Unit	ed States Of	f America	a	20C. Date S	Signed
P**					P _{v'}	/ (SIGNED/		2002FEB2	7
By (Si	ignature of re	erson authorized to sign)			By Sim	nature of Co		g Officer)		
	(Signature of person authorized to sign) NSN 7540-01-152-8069					141U1 C 01 C0	mu acufi	g Officer) Standard Form 26 ()	Pov. 4-85)	

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

MOD/AMD

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION A - SUPPLEMENTAL INFORMATION

All terms and conditions of Solicitation DAAE20-01-R-0234 are incorporated by reference.

This award is for 138 each Charging Kit, Pressurized at a unit price of \$261.01 for a total of \$36,019.38 with two 100% one-year evaluated options.

*** END OF NARRATIVE A 003 ***

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite _____ Title _____ Date

- A-1 HQ, DA NOTICE TO OFFERORS USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: amsta-aq-ar@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;

CONTINUATION SHEET Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0063 MOD/AMD

Name of Offeror or Contractor: J G B ENTERPRISES INC

(3) Problem description;

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.210-4516 COMM

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

Page 3 of 23

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL $% \left(1\right) =\left(1\right) \left(1\right$

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO	
	SPEC/STANDARD	REQUIREMEN	NT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	 PRICE	\$
CT.TN	DRICE	\$

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

MOD/AMD

Name of Offeror or Contractor: J G B ENTERPRISES INC

(End of clause)

(AS7008)

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

JUN/2001

Page 4 of 23

TACOM-RT

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 TACOM-RT AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

MOD/AMD

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Name of Offeror or Contractor: J G B ENTERPRISES INC

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7 52.243-4510 DIRECT VENDOR DELIVERY

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-8 52.246-4538 CON

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

This Solicitation is for 138 each Charging Kit, Pressure for the M60 Tank. The NSN is 4940-01-046-7109, Part Number is 12252157.

FOB is Destination.

Proposed contract is a 100% small business set-aside.

The technical data package contains the following Source Control drawings:

11668061

11668842

8687044

8762762

8762772 8762812

8762813

This Solicitation contains two 100% evaluated option provisions that can be exercised subsequently for a one-year period from date of award of contract. Refer to Clause IF6080 entitled "Evaluated Option for Increased Quantity" in Section I for more details.

Reference No. of Document Being Continued

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Name of Offeror or Contractor: J G B ENTERPRISES INC

*** END OF NARRATIVE A 001 ***

PIIN/SIIN DAAE20-02-C-0063

THE PURPOSE OF THIS AMENDMENT IS TO:

- 1. Extend the closing date for receipt of bids from 2001 DEC 04 to 2001 DEC 18, 3:45 PM CT.
- 2. Add Clause ${\tt HS6510}$ Material Inspection and Receiving Reports (DD Form 250).
- 3. All other terms and conditions remain the same.

*** END OF NARRATIVE A 002 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0063 MOD/AMD

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Name of Offeror or Contractor: J G B ENTERPRISES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	138	EA	\$ 261.01000	\$ 36,019.38
	NSN: 4940-01-046-7109 NOUN: CHARGING KIT,PRESSU FSCM: 19200 PART NR: 12252157 SECURITY CLASS: Unclassified PRON: M121A019M1 PRON AMD: 02 ACRN: AA AMS CD: 070011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H091165H600 W25GlU J 2 DEL REL CD QUANTITY DEL DATE 001 138 08-AUG-2002				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
0002	Supplies or Services and Prices/Costs				
	DATA ITEM			\$ ** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. It is required that data items be delivered using electronic media. Refer to the DD Form 1423 for more specific electronic delivery information. A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	Inspection and Acceptance				
		l	1		

Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0063

MOD/AMD

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Name of Offeror or Contractor: J G B ENTERPRISES INC

EM NO	SUPPLIE	ES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin	ACCEPTANCE: Destination				

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

MOD/AMD

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: https://aais.ria.armv.mil

Regulatory Cite Title Date

52.210-4501 DRAWINGS/SPECIFICATION MAR/1988
TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12252157 with revisions in effect as of 07/03/01 (except as follows):

 DOCUMENT
 DELETE
 REPLACE WITH

 10870258
 QQ-S-633
 ASTM A108

 8762771
 QQ-S-633
 ASTM A108

DOCUMENT DELETE REPLACE WITH

SQAP 8762771 MIL-STD-105 AQLS MIL-STD-1916 VL for MAJOR &

 $\mbox{\tt MIL-STD-1916}$ $\mbox{\tt VL}$ II for $\mbox{\tt MINOR}$

Characteristics

SQAP 10870258 " "

(CS6100)

C-1

C-2 52.210-4501 PHOSPHATE COATING REQUIREMENT

MAR/2001

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

- a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command Rock Island site, ATTN: AMSTA-LC-CAC-C/Nancy Monike, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.
- b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.
- c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."
- d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM Bl17 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION D - PACKAGING AND MARKING

D-1

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite		Date		
52.211-4501	PACKAGING REQUIREMENTS (S	SPECIAL PACKAGING	INSTRUCTIONS)	FEB/2000
TACOM-RT				

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P12252157, REV. B, DATED 4 JAN 00

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.
- d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
 - e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0063

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: https://aais.ria.armv.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-7	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

COMPINITATION CHEET			Reference No. of Document Being Continued					Page 13 of 23		
	CONTINUATION SHEET			PHN/SHN DAAE20-02-C-0063			MOD/	MOD/AMD		
Name	Name of Offeror or Contractor: J G B ENTERPRISES INC									
SECTION	SECTION G - CONTRACT ADMINISTRATION DATA									
LINE ITEM_	PRON/ AMS CD	OBLG ACRN STAT	ACCOUNTING	CLASSIFICATION			JOB ORDER <u>NUMBE</u> R	ACCOUNT:		OBLIGATED AMOUNT
0001AA	M121A019M1	AA 2	97 X4930A	.C6G 6D	26FB	S11116		W52H09	\$	36,019.38
07	70011							TOTAL	\$	36,019.38
SERVICE NAME Army		AL BY ACRN AA		CLASSIFICATION C6G 6D	26FB	S11116	ACCOUNT STATION W52H0	ON	\$ _	OBLIGATED AMOUNT 36,019.38

TOTAL \$ 36,019.38

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	
H-1	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
	DFARS		
H-2	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
	DFARS		
H-3	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is moniken@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil The data fax number for submission is (309) 782-0717, ATTN: NANCY MONIKE.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to:

None

(End of Clause)

(HS6510)

H-4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993 TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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Name of Offeror or Contractor: J G B ENTERPRISES INC

For contracts involving F.O.B. Origin shipments furnish the following rail information:
Does Shipping Point have a private railroad siding? YES NO
If YES, give name of rail carrier serving it:
If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)

(HS7600)

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Name of Offeror or Contractor: J G B ENTERPRISES INC

SECTION I - CONTRACT CLAUSES

(IA7001)

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-12	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-14	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-15	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-16	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-17	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-18	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-19	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-20	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
I-21	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-22	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-23	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-25	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-27	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	IF0082, PROGRESS PAYMENTS - ALTERNATE I WAS DELETED 4 DEC 01 AND REPLACED BY IA0650, (252.232-7004), DOD PROGRESS PAYMENT RATES	MAR/2000
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-34	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-35	52.232-25	PROMPT PAYMENT	FEB/2002
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-37	52.233-1	DISPUTES	DEC/1998
I-38	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-41	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2001
I-42	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-43	52.246-23	LIMITATION OF LIABILITY	FEB/1997

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Name of Offeror or Contractor: $\tt J G B ENTERPRISES INC$

	Regulatory Cite	Title	Date
I-44	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JAN/1997
I-45	52.248-1	VALUE ENGINEERING	FEB/2000
I-46	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-47	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-50	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-51	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-52	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-54	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-55	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-56	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-57	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-58	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-59	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-60	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-61	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-62	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-63	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-64	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-65	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-66	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-67	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-68	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section $\mbox{\scriptsize M}\mbox{\scriptsize).}$

EVALUATED OPTION (F.O.B. ORIGIN

OPTION	OPTION PERCENT	CONTRACTING OFFICER MAY EXERCISE THE OPTION AT ANY TIME FROM:	FIRM FIXED UNIT PRICE
OPTION ONE	100%	1 - 365 DAYS AFTER DATE OF AWARD OF CONTRACT	\$
OPTION TWO	100%	366 - 730 DAYS AFTER DATE OF AWARD OF CONTRACT	\$

b. The Government reserves the right to increase the quantity of item(s) 0001AA by a quantity of up to and including but not exceeding 200 percent as an evaluated option at the price(s) quoted below.

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Name of Offeror or Contractor: J G B ENTERPRISES INC

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

- d. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - e. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- f. The Government reserves the right to exercise subsequent options without any requirement that the Government exercise any portion of earlier option(s) first. Specifically, the Government's right to exercise subsequent options is not contingent upon the Government exercising earlier options.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-69 52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

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- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-70 52.203-7

ANTI-KICKBACK PROCEDURES

JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor

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Name of Offeror or Contractor: J G B ENTERPRISES INC

for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from-
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-71 52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

JUL/1995

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties

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Name of Offeror or Contractor: J G B ENTERPRISES INC

Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

T-72 52 215-8 ORDER (

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-73 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-74 52.227-1 AUTHORIZATION AND CONSENT

JUL/1995

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

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I-75 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR / 198

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-76 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OF

OCT/2001

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 22 of 23
CONTINUATION SHEET	PHN/SHN DAAE20-02-C-0063	MOD/AMD	

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(IA7009)

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	14-AUG-2001	001	
Attachment 001	DOCUMENT SUMMARY LIST		001	

For Local Clauses See: https://aais.ria.army.mil

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)